

**COFFEE LOFTS RESIDENT
CONTRACT AND AGREEMENT
FOR THE USE OF THE SOCIAL ROOM FACILITIES**

This Agreement made and entered into this ____ day of _____, 20 ____ by and between the Coffee Lofts Condominium Association, Inc., hereinafter referred to as Owner, and _____, hereinafter referred to as User.

WITNESSETH: That Homeowner shall be provided the use of the Coffee Lofts Social Room facilities, hereinafter referred to as facilities.

1. The association has the right to assess any additional fees if the room is not returned to its original condition.
2. Non-payment of additional fees may result in charges being assessed to the homeowner's account including the assessment of lien on their home.
3. If the user is not the legal HOMEOWNER, HOMEOWNER signature is required with this application.

PLEASE READ THE FOLLOWING RULES CAREFULLY AND INITIAL AFTER EACH ITEM.

4. Homeowner hereby states that they are a member in good standing of the Coffee Lofts Homes Association, Inc. Homeowner also understands that any expense of clean-up and/or repair following the event shall be the responsibility of the Homeowner and failure of Homeowner to pay such costs to the Coffee Lofts Homes Association, Inc., shall result in a lien against their Coffee Lofts Property. Homeowner must be present at the event from start to finish including the decorating and clean up. Failure of Homeowner to be in attendance shall result in loss of privilege for use of the facility again. _____

Initial

5. Homeowner hereby states that the facility will be used as "an extension of his living room and for no other reason, and for no unlawful purpose. _____

Initial

6. Intoxicating beverages will be served only to persons who have attained their twenty-first (21st) birthday. Violation will result in immediate termination of the function and the social room shall be closed.

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7. Homeowner agrees that if persons age eighteen or under attend the function there will be at least one person having attained their twenty-first birthday for every ten (10) persons eighteen or under. _____

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8. At all times, the music shall be reduced in volume so as not to be heard outside of the facility. Music must cease to play no later than 12:00 a.m. Live bands are not permitted. _____

Initial

9. No smoking is allowed in the Social Room. Evidence of smoking while within the building will result in a charge. _____

Initial

10. Nothing may be put on the walls. Staple guns, hot glue, nails, confetti are not to be used to decorate.

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11. Overnight sleeping is not allowed. _____

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12. Homeowner accepts FULL RESPONSIBILITY for actions of User, User's guests, and User's invitees and for any damage to the facility or furnishings, shown to have been caused by the User, User's guests, or User's invitees. Homeowner agrees to pay, in full, the amount of such damage, and further agrees that if such payment is not made in a timely fashion, such payment will be charged to use as a Homeowners Assessment. Said assessment shall in no way limit Homeowner from enforcing this Agreement in any court of competent jurisdiction. _____

Initial

13. The Coffee Lofts Homes Association Board of Directors, the Property Manager, or their designated representative shall be allowed reasonable access to the facility during the function. _____

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14. **FAILURE TO COMPLY WITH ANY OF THE TERMS OF THIS CONTRACT WILL RESULT IN PENALTIES (MONETARY OR OTHERWISE) UP TO AND INCLUDING FORFEITURE OF PRIVILEGES FOR A MINIMUM OF ONE YEAR AT THE DISCRETION OF THE BOARD.**

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Date of Event: _____ **Initial**

Estimated Number of People Attending: _____

Purpose of Event: _____

Return this Agreement to Curry Association Management, 2700 Kendallwood Pkwy, Suite 106 Kansas City, MO 64119. If you have any questions, please call (816) 414-5300.

Homeowner Signature: _____

User Signature: _____

Address: _____

Telephone Number: _____